



**CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP AGENDA
Monday, October 26, 2020
5:00 PM**

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/81527614361>

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. NEW BUSINESS

- A. Public Works: Cell Tower Lease with T-Mobile West LLC**
- B. Community Development: 2020 Misc Code Amendments**
- C. Finance: 2020 3rd Quarter Update and 2021 City Manager's Preliminary Budget presentation**
- D. Human Resources: Update to Personnel Policy 2021 Non-represented Employees' Salary Schedule**
- E. City Manager: Amendment to Interlocal Agreement with Camas for Fire/EMS**

V. PUBLIC COMMENTS

VI. REPORTS AND COMMUNICATIONS

- A. CITY MANAGER**
- B. MAYOR**
- C. CITY COUNCIL**

VII. ADJOURNMENT

UPCOMING MEETINGS: Monday, November 2, 2020 - Workshop at 5:00 pm and Council at 7:00 pm

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/26/2020

SUBJECT:

Cell Tower Lease with T-Mobile West LLC

DEPT. OF ORIGIN:

Public Works

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▢ **T-Mobile Cell Tower Lease**

EXPENDITURE REQUIRED:

\$0.00

BUDGETED:

N/A

APPROPRIATION REQUIRED:

\$0.00

SUMMARY STATEMENT

RECOMMENDED ACTION

Return to Council November 2nd to authorize the City Manager to sign the cell tower lease with T-Mobile

OPTION AND TOWER LEASE AGREEMENT

This Option and Tower Lease Agreement ("Lease"), dated as of _____, 2020 is between **THE CITY OF WASHOUGAL**, a Washington Municipal Corporation ("City") and **T-MOBILE WEST LLC**, a Delaware limited liability company ("Lessee").

RECITALS

WHEREAS, City owns property (the "Land Space") in a location apparently suitable to operate a communications facility and related facilities, in a fenced area on the Premises described in Section 1, below, as described on the attached legal description (Exhibit "A"), and as depicted on the map (Exhibit "B") in the City of Washougal, State of Washington; and

WHEREAS, Lessee desires to obtain an option to lease a portion of said Land Space, together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12') foot wide right-of-way extending from the nearest public right-of-way, 45th Street, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

OPTION AGREEMENT

NOW THEREFORE, , in consideration of the sum of \$3,000.00, to be paid by Lessee to the City, the City hereby grants to Lessee the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by Lessee within forty-five (45) days of execution of this Agreement or of receipt by Lessee from City of the Rental Documentation, as defined in and in accordance with Paragraph 3a of the Agreement below, whichever occurs later. The providing by City of Rental Documentation to Lessee shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by Lessee, and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any payment(s) until Rental Documentation has been supplied to Lessee.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the City decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify Lessee in writing so that Lessee can take steps necessary to protect Lessee's interest in the Premises.

This option may be sold, assigned or transferred by the Lessee without any approval or consent of the City to the Lessee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the Lessee in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the City, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

Should Lessee fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and City shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

City shall cooperate with Lessee in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit Lessee use of the Premises. City shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee.

The City shall permit Lessee, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as Lessee may deem necessary, at the sole cost of Lessee.

City agrees to execute a Memorandum of this Option to Lease Agreement which Lessee may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by Lessee to the City in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect (hereinafter the "Effective Date").

TOWER LEASE AGREEMENT

Effective upon the Effective Date described in the preceding paragraph, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PREMISES: City hereby leases to the Lessee a portion of that certain space ("the Tower Space") on the City's tower, hereinafter referred to as the "Tower", located at 3141 44th Street, Washougal, County of Clark, State of Washington, as shown on Exhibit "A"

attached hereto and made a part hereof (the entirety of City's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of Lessee's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12') foot wide right-of-way extending from the nearest public right-of-way, 45th Street, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any utility is unable to use the Right of Way or Further Rights of Way, the City hereby agrees to grant an additional right-of-way(s) either to the Lessee or to the utility at no cost to the Lessee.

City hereby grants permission to Lessee to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said

1. Use: Lessee is hereby granted a lease to construct, maintain, and operate a communications facility, attached to the water reservoir at 3141 44th Street (collectively the "Antenna Facilities"). It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

2. Termination: Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows: (a) by either party on thirty (30) days' written notice upon a default of any covenant or term hereof by the other which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties at law, in equity or pursuant to any other provisions hereof); (b) by Lessee on thirty (30) days' written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the construction and/or operation of the Lessee's Antenna Facilities; (c) by Lessee on thirty (30) days' written notice if the Premises are or become unacceptable under Lessee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong; or (d) by City on two (2) years' written notice if the Premises occupied by Lessee is at any future time required for street or utility use or any other reason required by the City. Upon termination, Lessee shall remove its equipment from the City's tower, equipment shelter and

all other related appurtenances at no cost to the City, its successors and assigns. Such removal shall be completed within ninety (90) days after the effective date of termination.

3. Transfers. This Lease is issued to the Lessee and is nontransferable, except as provided below. Notwithstanding the immediately preceding sentence, Lessee may assign its interest under this Lease without City's consent but upon prior written notice to City to (a) one or more entities which shall control, be controlled by, or be under common control with, Lessee, or (b) any entity acquiring all or substantially all of the stock or assets of Lessee, including, without limitation, in connection with any merger, consolidation or reorganization of Lessee. Lessee has the right to sublease or license use of the Premises without City's consent. If the Lessee sells this facility during the term of the Lease in violation of this provision, this permit and Lease may be revoked and the Lessee will have one year to move this facility from the Premises. The City reserves the right to issue a new lease at a revised rent amount to a new or successor lessee.

4. Maintenance: Lessee shall properly maintain the Antenna Facilities and repair any damage it causes to the reservoir, equipment shelter, fence and other appurtenances, including the alley pavement, at no expense to the City. This shall include prompt removal of any markings or graffiti on the Land Space promptly upon receipt of written notice thereof from City.

5. Indemnification / Hold Harmless. Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except to the extent such injury or damage shall have been occasioned by the negligence of the City.

A. Insurance Term. The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. No Limitation. Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. Lessee shall obtain insurance of the types and coverage described below:

- i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be included as additional an insured on

Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or City's of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

ii. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance. Lessee shall maintain the following insurance limits:

i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

ii. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City as to Lessee's negligence. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

G. Verification of Coverage. Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

H. Waiver of Subrogation. Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. City's Property Insurance. City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

J. Notice of Cancellation. The Lessee shall provide the City with written notice of any policy cancellation within ten business days of their receipt of such notice.

K. Failure to Maintain Insurance. Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any

and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

6. Permits. Lessee shall be responsible to obtain any building permits that may be required by the City code for any work within the Premises.

7. Approvals: Lessee shall obtain and maintain all necessary permits to operate and maintain the Antenna Facilities throughout the term of the Lease. Lessee shall also be responsible for obtaining and continuing all other governmental and other regulatory agency approvals, including but not limited to, all Federal Communication Commission and Federal Aviation Administration approvals.

8. Rental Agreement: Commencing on the date that Lessee commences construction of its facilities, Lessee agrees to pay City the following monthly rent amount ("Rent"), with increases as noted in the following table:

Year 1 – Effective Date to First anniversary date:	<u>\$1,392.56 per month</u>
Year 2 – First anniversary date to Second Anniversary date:	<u>\$1,448.26 per month</u>
Year 3 – Second to Third Anniversary date:	<u>\$1,506.19 per month</u>
Year 4 – Third to Fourth Anniversary date:	<u>\$1,566.44 per month</u>
Year 5 – Fourth to Fifth Anniversary date:	<u>\$1,629.10 per month</u>

If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Lessee.

9. Interference. Lessee shall not use the city right-of-way in any way which materially interferes with the use of the Property by City, or lessees or licensees of City, with rights to the property prior in time to the existing Lease (subject to Lessee's rights under this Lease, including non-interference). Similarly, City shall not use, nor shall City permit its lessees, licensees, employees, invitees or agents to use, any portion of City's properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference.

10. Lease Term. Subject to the other terms and conditions contained herein, the term of this Lease is intended to be for a period of five (5) years. Therefore, the commencement date of this Lease shall be on the Effective Date and the expiration date shall be on the last day prior to the fifth anniversary of the Effective Date.

i. After expiration of the initial term, Lessee may renew the lease for three (3) subsequent five (5) year terms under same terms and conditions contained

herein except rent (each a “Renewal Term”). The Lease will automatically extend for each Renewal Term, unless Lessee notifies City of its intention not to renew at least thirty (30) days prior to the expiration of the then current term. Rental rate for each Renewal Term shall begin at a rate four percent (4%) higher than the last rental amount paid.

11. Notice. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/PO02011D

And if to City:

City of Washougal
1705 “C” Street
Washougal, WA 98671

12. IRS Form W-9: City agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding City shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new City. City’s failure to provide the IRS Form W-9 within thirty (30) days after Lessee’s request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

13. Counterparts: This Lease may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

14. Consideration: In consideration of City’s execution and delivery of the Lease Lessee will pay City a one-time amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) plus Washington State Leasehold excise tax of 12.84% within sixty (60) days of full execution of the Lease. Lessee shall pay Lessor an administrative fee of Five Thousand and 00/100 Dollars (\$5,000) plus Washington State Leasehold excise tax of 12.84% if applicable for execution of any future amendments requested by Lessee.

[Execution pages follow]

CITY OF WASHOUGAL

Attest:

Approved as to form:

MUNICIPALITY

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this Amended and Restated Lease Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of CITY OF WASHOUGAL, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Seal

My appointment expires: _____

LESSEE:

T-MOBILE WEST LLC

By _____
Its _____
Dated: _____, 2020

LIMITED LIABILITY COMPANY

STATE OF _____)
)SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this Amended and Restated Lease Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of T-MOBILE WEST LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal	_____
	(Signature of Notary)

	(Legibly Print or Stamp Name of Notary)
	Notary Public in and for the State of _____
	My appointment expires: _____

EXHIBIT A

Legal Description

LESSOR'S LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF CENTERLINE OF LEHR ROAD WITH THE CENTERLINE OF COUNTY ROAD #11 (SE 34TH STREET) PER COUNTY ROAD PLAN (CRP) 55-40 TITLED RECONSTRUCTING LEHR ROAD, SAID INTERSECTION BEING STATION 37+99.0 POINT BEING THE POINT OF TANGENCY WITH AN ARC OF AN 8' CURVE TO THE RIGHT; THENCE EASTERLY AT THE RIGHT ANGLES TO SAID CENTERLINE TANGENT 30 FEET TO THE TRUE POINT OF BEGINNING, BEING A POINT IN THE EASTERLY RIGHT OF WAY LINE OF LEHR ROAD; THENCE CONTINUING EASTERLY ALONG SAID COURSE 157.33 FEET; THENCE NORTHERLY AT RIGHT ANGLES 100 FEET; THENCE WESTERLY AT RIGHT ANGLES 150 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF LEHR ROAD, BEING ALSO A PORTION ON THE ARC OF A 686.20 FOOT RADIUS CURVE; THENCE SOUTHERLY ALONG SAID ARC AND RIGHT OF WAY LINE 100.36 FEET THROUGH A CENTRAL ANGLE OF 08°22'46", THE LONG CHORD BEARS SOUTHWESTERLY 100.27 FEET, TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION, IF ANY, LYING WITHIN MOUNT MORWAY VILLAGE PHASE 1 RECORDED UNDER BOOK 311, PAGE 548, RECORDS OF CLARK COUNTY, WASHINGTON.

LEASE AREA LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTERLINE OF 45TH STREET AS SHOWN ON THE SHORT PLAT FOR MOUNT NORWAY PHASE 1, RECORDED IN BOOK 311 OF SHORT PLATS, PAGE 548, RECORDS OF SAID CLARK COUNTY, SAID POINT BEING A POINT OF TANGENCY AND THE NORTHERLY TERMINUS OF A 165.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND AN ARC LENGTH OF 73.32 FEET PER SAID SHORT PLAT, FROM WHICH POINT THE CENTERLINE OF SAID 45TH STREET AND FIR STREET BEARS NORTH 01° 21' 22" EAST, 465.68 FEET;

THENCE ALONG SAID CENTERLINE OF 45TH STREET, NORTH 01° 21' 22" EAST, 148.70 FEET;
THENCE DEPARTING SAID CENTERLINE, NORTH 88° 38' 38" WEST, 322.39 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89° 43' 28" WEST, 20.00 FEET;
THENCE NORTH 00° 16' 32" EAST, 15.00 FEET;
THENCE SOUTH 89° 43' 28" EAST, 20.00 FEET;
THENCE SOUTH 00° 16' 32" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

CONTAINING 300 SQ. FT., OR 0.007 ACRES, MORE OR LESS.

UTILITY EASEMENT LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BEING A 2.00 FOOT WIDE STRIP, LYING 2.00 FEET NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT IN THE CENTERLINE OF 45TH STREET AS SHOWN ON THE SHORT PLAT FOR MOUNT NORWAY PHASE 1, RECORDED IN BOOK 311 OF SHORT PLATS, PAGE 548, RECORDS OF SAID CLARK COUNTY, SAID POINT BEING A POINT OF TANGENCY AND THE NORTHERLY TERMINUS OF A 165.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND AN ARC LENGTH OF 73.32 FEET PER SAID SHORT PLAT, FROM WHICH POINT THE CENTERLINE OF SAID 45TH STREET AND FIR STREET BEARS NORTH 01° 21' 22" EAST, 465.68 FEET;

THENCE ALONG SAID CENTERLINE OF 45TH STREET, NORTH 01° 21' 22" EAST, 148.70 FEET;
THENCE DEPARTING SAID CENTERLINE, NORTH 88° 38' 38" WEST, 322.39 FEET;
THENCE NORTH 00° 16' 32" EAST, 0.38 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87° 49' 43" EAST, 25.04 FEET TO THE POINT OF TERMINUS ON THE WEST LINE OF TRACT "E" OF SAID MOUNT NORWAY PHASE 1.

THE NORTH LINE OF SAID STRIP IS TO TERMINATE AT THE WEST LINE OF TRACT "E".

EXHIBIT B (Page 1 of 3) **Site Plan & Final Equipment Inventory**

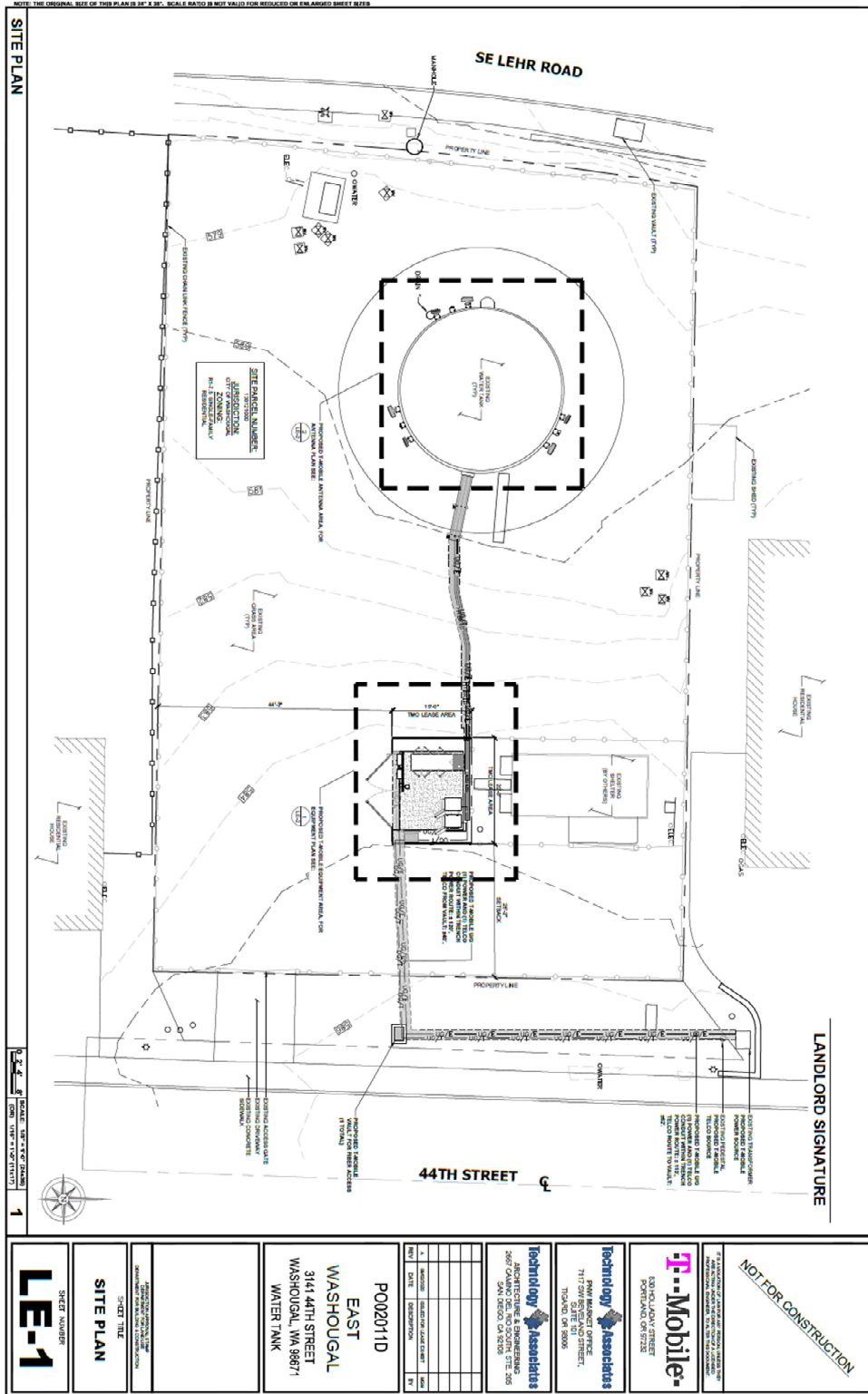


EXHIBIT B (Page 2 of 3)
Site Plan & Final Equipment Inventory

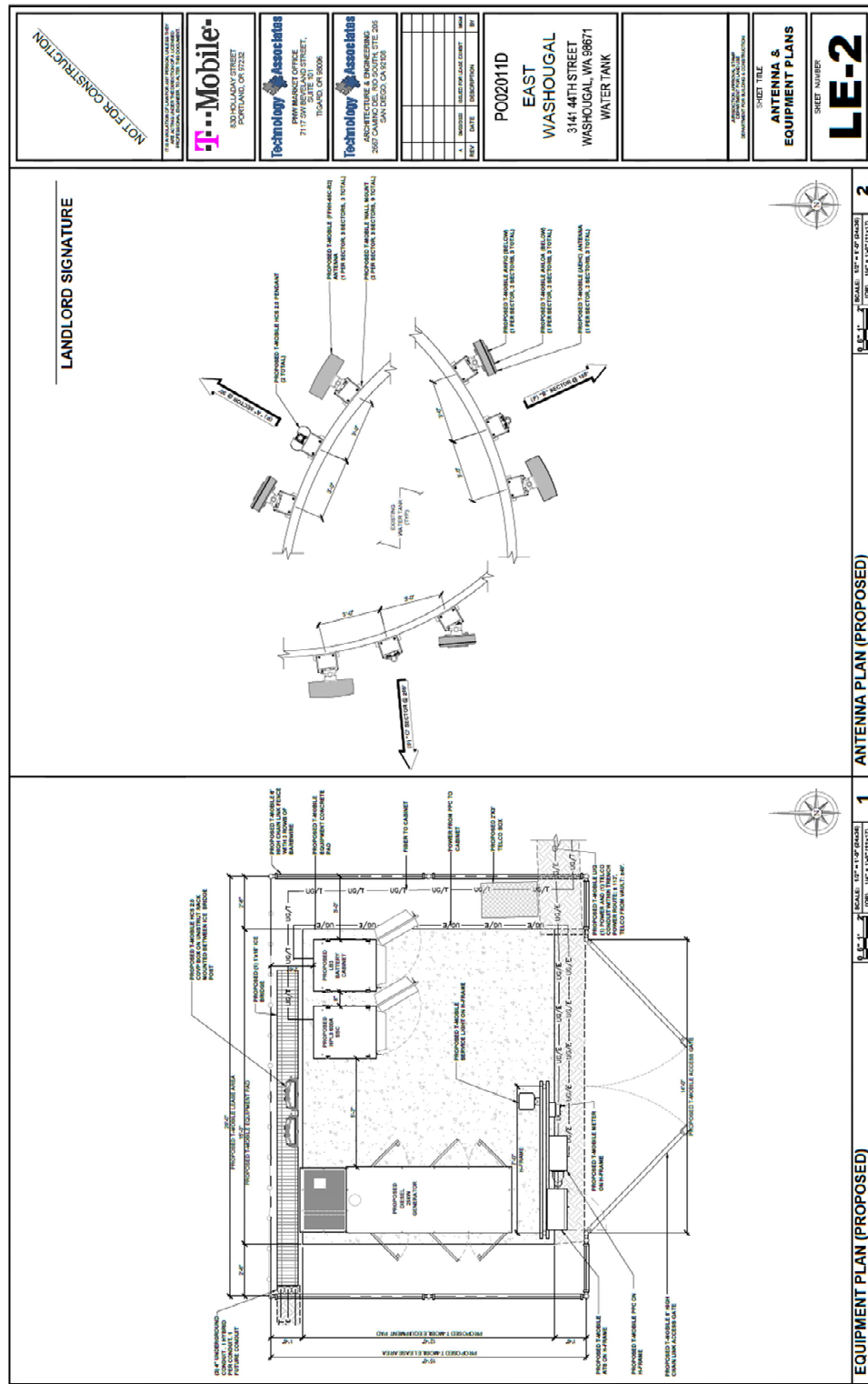


EXHIBIT B (Page 3 of 3)
Site Plan & Final Equipment Inventory

TOWER: FINAL EQUIPMENT INVENTORY						
SCOPE OF WORK	QUANTITY	TECHNOLOGY	MANUFACTURER	MODEL	DIMENSIONS (LxWxD)	WEIGHT (LBS)
ADD NEW	(3)	ANTENNA	COMMScope	FFHH-65C-R3	95" x 25.2" x 9.3"	127.6
ADD NEW	(3)	ANTENNA	NOKIA	AEHC	38.2" x 21.5" x 5.9"	108.0
ADD NEW	(3)	RRU	NOKIA	AHLOA	22.05" x 12.13" x 7.44"	83.78
ADD NEW	(3)	RRU	NOKIA	AHFIG	27.6" x 5.6" x 13.4"	79.4
ADD NEW	(2)	PENDANT	COMMScope	PENDANT BREAKOUT	6.7" x 16.9" x 4.7"	0.970 LB/FT
ADD NEW	(9)	WALL MOUNT	VALMONT SITEPRO1	SBWM	14-1/2" x 10-1/2"	53.48

GROUND: FINAL EQUIPMENT INVENTORY								
SCOPE OF WORK	QUANTITY	TECHNOLOGY	MANUFACTURER	EQUIPMENT MODEL	DIMENSIONS (LxWxD)	WEIGHT (LBS)	CABINET TYPE (LOCATION OF EQUIPMENT)	CABINET QUANTITY
ADD NEW	(1)	CABINET	DELTA	ESOA600-HCU01 600A SSC	72" x 30" x 41"	551		
ADD NEW	(1)	CABINET	DELTA	ESOF015-ECV03 LB3	72" x 30" x 41"	509		
ADD NEW	(1)	GENERATOR	GENERAC	SD025	94.8" x 38" x 86.5"	2060		
ADD NEW	(1)	ATS	GENERAC	100-400AMS, 600 VAC ATS	36" x 24" x 10"	185	H-FRAME	-
ADD NEW	(1)	METER	MSFDS	MSF-LLCM-E16S	8" x 12" x 6"	-	H-FRAME	-
ADD NEW	(1)	PPC	EMERSON	PPC AC MODEL	59" x 24" x 10"	150	H-FRAME	-
ADD NEW	(1)	JUNCTION BOX	COMMScope	FE-16148-OVP-B12	8.0" x 16.0" x 14.0"	15.21	H-FRAME	-
ADD NEW	(3)	VOLTAGE BOOSTER	RAYCAP	POWERPLUS 103-1-1U	17.6" x 13.5" x 1.7"	2.1	HPL3 600A SSC	1
ADD NEW	(1)	ROUTER	NOKIA	7250 IXR-e	1.75" x 17.25" x 10.0"	8.5	HPL3 600A SSC	1
ADD NEW	(2)	BASEBAND	NOKIA	AMIA	5.1" x 15.7" x 17.6"	11.2	HPL3 600A SSC	1
ADD NEW	(2)	BASEBAND	NOKIA	ASIB	1.8" x 8.6" x 14.8"	6.61	HPL3 600A SSC	1
ADD NEW	(2)	BASEBAND	NOKIA	ASIK	-	-	HPL3 600A SSC	1
ADD NEW	(1)	BASEBAND	NOKIA	FSMF	5.2" x 11.76" x 16.6"	41.9	HPL3 600A SSC	1
ADD NEW	(3)	BASEBAND	NOKIA	ABIA	14.2" x 8.6" x 1.1"	4.41	HPL3 600A SSC	1
ADD NEW	(4)	BASEBAND	NOKIA	ABIL	-	-	HPL3 600A SSC	1
ADD NEW	(3)	BASEBAND	NOKIA	ABIC	0.98" x 8.62" x 14.33"	5.84	HPL3 600A SSC	1

AGENDA BILL #
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/26/2020

SUBJECT:

Community Development: 2020 Misc Code Amendments

DEPT. OF ORIGIN:

Community Development

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

▮ **Exhibit A - 2020 Misc Code Amendments (10-26-20)**

EXPENDITURE REQUIRED:

\$0

BUDGETED:

\$0

APPROPRIATION REQUIRED:

\$0

SUMMARY STATEMENT

RECOMMENDED ACTION

Misc. Code Amendments 2020**1. Amend 15.12.090 to have appeals from fire chief's decision go to the HE:**

Whenever the fire chief shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the fire chief pursuant to 18.94.140 to the city council within 30 days from the date of the decision appealed.

2. Amend 16.04.055(12)(b) clarify buffer width reductions may be one-half of the established base buffer:

(12) Vegetative Buffer Enhancement. Where the city permits the use of buffer reduction opportunity described in this section, the following enhancement standards shall apply:

(b) Buffer shall not be reduced to less than one-half the base buffer width listed in Tables 16.04.055(6)(a) and (6)(b) or the base buffer width as established by a qualified habitat professional utilizing the best available science.

3. Amend 18.38.040(1) to remove prohibition against manufactured homes:

Residential Uses. ~~Manufactured housing shall not be permitted within the subarea.~~ The following residential uses shall be permitted within the subarea in accordance with the density provisions of this section:

4. Amend IP Districts Permitted Uses (18.44.020) to note the need for site plan review:

The following list of permitted uses is illustrative and not exclusionary; and are allowed only in accordance with the provisions of Chapter 18.88 WMC:

5. Amend 18.46.020(f) & (k) to clarify lot coverage requirements for ADU's:

(f) Setbacks and Lot Coverage. Additions to existing structures, or the construction of new detached structures, associated with the establishment of an ADU shall not ~~exceed the allowable lot coverage or~~ encroach into required setbacks as prescribed in the underlying zone. The applicable setbacks shall be the same as those prescribed for the primary structure, not those prescribed for detached accessory structures. An ADU shall not be included in the maximum lot coverage calculation.

~~(k) Lot Coverage. An ADU shall not be included in the maximum lot coverage calculation.~~

6. **Amend 18.46.020(h) to clarify parking requirements for ADU's:**

(h) Parking. One (1) Additional on-site parking of one space is required in conjunction with the establishment of an ADU. The two (2) required off-street parking spaces requirements provided for the primary residence shall be maintained.

7. **Amend 18.46.020(4) to reduce impact fees for ADU's**

Impact fees for ADUs shall be calculated at 10% of the single-multifamily rate.

8. **Add language to WMC 18.60.040(13) to allow for Subdivision Monument Signs:**

For the purpose of advertising a real estate subdivision, a temporary sign is permitted at each entrance of an officially recorded plat; provided, the sign does not exceed 32 square feet in area and does not create any sight distance issues; said sign(s) shall be allowed to remain for six months or once until construction on the last lot within the development occurs or a permanent sign is constructed, whichever comes first. Permanent signs shall also be a maximum of 32 square feet and not create any sight distance issues. In addition, they shall be a monument sign and not exceed five (5) feet in height and building permits, if necessary, shall be obtained.

9. **Amend Table 18.94-1 to add title, correct errors and provide clarity:**

Table 18.94-1 Land Use Application Types & Approval Authority

<u>Application-Land Use</u>	<u>Type</u>				<u>Approval Authority</u>				<u>Appeal to Hearing Examiner (HE) or Superior Court (SC⁵)</u>
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>Director or Staff</u>	<u>Hearing Examiner HE</u>	<u>Planning Commission PG</u>	<u>City Council CC</u>	
Administrative Variance (ADV)	X				X				HE/SC
Administrative Interpretation	X				X				HE/SC
Appeal (APL) Community Development Director Determination, SEPA			X		X ¹	X	X	X	HE/SC

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<u>Application Land Use</u>	<u>Type</u>				<u>Approval Authority</u>				<u>Appeal to Hearing Examiner (HE) or Superior Court (SC⁵)</u>
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>Director or Staff</u>	<u>Hearing Examiner HE</u>	<u>Planning Commission PC</u>	<u>City Council CC</u>	
Appeal (APL) Road Modification			X		X ¹	X		X	SC
Boundary Line Adjustment (BLA)	X				X				HE/SC
Binding Site Plan Review		X			X				HE/SC
Building Permit Reviews (New construction or expansions of existing construction which do not exceed: a. 6,000 square feet of new floor area b. 20 new parking spaces c. Six new multifamily residential units)	X				X				HE/SC
Code Interpretation (CI) WMC Titles 15, 16, 17, and 18	X ⁴				X ¹				HE/SC
Conditional Use Permit (CUP)			X		X ¹	X ³			SC
<u>Critical Areas Permit</u>		X			X				<u>HE/SC</u>
Full Variance (VAR)			X		X ¹	X ³			SC

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<u>Application Land Use</u>	<u>Type</u>				<u>Approval Authority</u>				<u>Appeal to Hearing Examiner (HE) or Superior Court (SC⁵)</u>
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>Director or Staff</u>	<u>Hearing Examiner HE</u>	<u>Planning Commission PC</u>	<u>City Council CC</u>	
Home Occupation	X				X				HE/SC
<u>Legal Lot Determination</u>	<u>X</u>				<u>X</u>				<u>HE/SC</u>
Master Plan			X		X ¹	X ³			SC
Multifamily Development		X			X				HE
<u>Plan and Zoning Code Text Amendment</u>				X	<u>X</u> ¹		X	<u>X</u> ²	<u>SC</u> ⁵
Planned Unit Development (PUD)			X		X ¹	X ³			SC
Plat Alteration Minor	X				X				HE/SC
Major			X		<u>X</u> ¹	X			SC
<u>Post Decision Review</u> <u>Type I</u>	<u>X</u>	<u>X</u>			<u>X</u>				<u>HE/SC</u>
<u>Type II</u>					<u>X</u>				<u>HE/SC</u>
<u>Type III</u>			X		<u>X</u> ¹	<u>X</u>			<u>SC</u>
Road Modification	X				X				HE/SC
Preapplication Conference (PAC)	X				X				HE
Rezone (REZ)/Plan Amendment				X	X ¹		X ²	X ²	SC ⁵ or LUPA
<u>Road Modification</u>	<u>X</u>				<u>X</u>				<u>HE/SC</u>

Table 18.94-1 Land Use Application Types & Approval Authority

<u>Application Land Use</u>	<u>Type</u>				<u>Approval Authority</u>				Appeal to <u>Hearing Examiner</u> (HE) or Superior Court (SC ⁵)
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>Director or Staff</u>	<u>Hearing Examiner HE</u>	<u>Planning Commission PG</u>	<u>City Council CC</u>	
Plan and Zoning Code Text Amendment				X	X ¹		X	X	SC
SEPA/Environmental Review (ENV)	X				X		X	X	HE/SC
Shoreline Permit (SHP) Nonsignificant Significant Note: Review includes Shoreline Committee action		X	X X		X X X ¹	X X		X	HE/SC ² Department of Ecology ²
Short Plat (SP)		X			X				HE/SC
Sign Site Plan Review	X				X				HE/SC
Site Plan Review (Type II) a. Any development which is not listed as a Type I or listed as exempt under WMC 18.88.025 b. Any development subject to SEPA		X			X				HE/SC

Table 18.94-1 Land Use Application Types & Approval Authority

<u>Application Land Use</u>	<u>Type</u>				<u>Approval Authority</u>				Appeal to <u>Hearing Examiner</u> (HE) or Superior Court (SC ⁵)
	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>Director or Staff</u>	<u>Hearing Examiner HE</u>	<u>Planning Commission PC</u>	<u>City Council CC</u>	
c. Any development subject to concurrency d. Any development located on a parcel which abuts a contrasting zone, such as any multifamily which abuts a single family designation, any industrial designation which abuts any commercial designation, or vice versa, and any commercial zone which abuts any residential zone									
Site Plan Review (<u>Type I</u>)	X				X				HE/SC
Subdivision (SUB)			X		X ¹	X ³			SC or LUPA
Temporary Use (TU)	X				X				HE/SC
Wetland Permit (WTP)		X			X				HE/SC

1 ¹ Department reviews and recommends to hearing body

- 1 ² Planning commission recommends to council for final determination
- 2 ³ Hearing examiner makes final decision
- 3 ⁴ The director makes initial interpretations when making Type I and II decisions; the examiner does so when
- 4 making Type III decisions
- 5 ⁵ Based on the facts of the case, an appeal may be to an administrative hearings body prior to Superior Court.

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/26/2020

SUBJECT:

Update to Personnel Policy 2021 Non-represented Employees' Salary Schedule

DEPT. OF ORIGIN:

Human Resources

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▢ **Resolution to amend Exhibit A of Chapter 2A for 2021 Non Rep Salaries.pdf**
- ▢ **Non Rep 2021 Salary Schedule DRAFT.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

Resolution No._____

A RESOLUTION amending Exhibit “A” of Chapter 2A of the City’s Personnel Policy Manual with reference to the non-represented employees.

WHEREAS, the 2021 Budget includes a 2.0% COLA salary adjustment for non-represented employees;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WASHOUGAL as follows:

Section I

That Exhibit “A” of Chapter 2A of our Personnel Policies that addresses the Compensation for Department Heads and other Non-Represented Employees be amended to increase the salary schedule by 2.0% for a COLA adjustment for 2021. A copy of the amended salary schedule showing those resulting adjustments is attached hereto, marked as Exhibit “1” and by this reference incorporated herein.

PASSED by the Council of the City of Washougal at regular meeting on the 2nd day of November, 2020

City of Washougal, Washington

Mayor

ATTEST:

Finance Director / City Clerk

APPROVED AS TO FORM:

City Attorney

City of Washougal
2021 Salary Table-Schedule A
2% COLA

Exhibit A

1.02

Directors	1	2	3	4	5	6	7	8	9	10
City Manager	PER CONTRACT									
Community Development Dir.	7,887.23	8,163.28	8,449.00	8,744.71	9,050.78	9,367.55	9,695.42	10,034.76	10,385.98	10,749.48
Finance Director	8,353.02	8,645.37	8,947.96	9,261.14	9,585.28	9,920.76	10,267.99	10,627.37	10,999.33	11,384.30
HR Director	6,693.15	6,927.41	7,169.87	7,420.81	7,680.54	7,949.36	8,227.59	8,515.55	8,813.60	9,122.07
Police Chief	8,869.26	9,180.07	9,501.36	9,834.15	10,178.45	10,534.27	10,902.65	11,284.63	11,679.16	12,088.35
Public Works Director	8,460.44	8,756.55	9,063.03	9,380.24	9,708.54	10,048.34	10,400.04	10,764.04	11,140.78	11,530.71
Managers and Supervisors										
Assistant Finance Director	6,849.47	7,089.20	7,337.33	7,594.13	7,859.93	8,135.02	8,419.75	8,714.44	9,019.45	9,335.13
Accounting Supervisor	5,907.45	6,114.22	6,328.21	6,549.70	6,778.94	7,016.20	7,261.77	7,515.93	7,778.99	8,051.25
Building Official/Manager	6,387.88	6,611.45	6,842.86	7,082.36	7,330.24	7,586.80	7,852.33	8,127.17	8,411.62	8,706.02
City Engineer	7,054.70	7,301.62	7,557.17	7,821.68	8,095.43	8,378.77	8,672.03	8,975.55	9,289.70	9,614.84
IT Manager	6,143.94	6,358.98	6,581.55	6,811.90	7,050.32	7,297.08	7,552.47	7,816.81	8,090.40	8,373.56
General Services Operations Mgr.	5,784.89	5,987.36	6,196.92	6,413.81	6,638.29	6,870.63	7,111.11	7,360.00	7,617.60	7,884.21
Parks and Cemetery Program Mgr.	5,784.89	5,987.36	6,196.92	6,413.81	6,638.29	6,870.63	7,111.11	7,360.00	7,617.60	7,884.21
Water/Wastewater Superintendent	6,643.57	6,876.10	7,116.77	7,365.85	7,623.66	7,890.48	8,166.64	8,452.48	8,748.31	9,054.49
Police Captain	7,158.99	7,409.56	7,668.89	7,937.30	8,215.11	8,502.64	8,800.23	9,108.23	9,427.02	9,756.97
Senior Analyst	6,047.87	6,259.55	6,478.63	6,705.38	6,940.07	7,182.98	7,434.38	7,694.58	7,963.89	8,242.63
Non-Exempt										
Assistant to the City Manager	4,674.03	4,837.62	5,006.94	5,182.18	5,363.55	5,551.28	5,745.57	5,946.67	6,154.80	6,370.22

Workshop Coversheet
BUSINESS OF THE CITY COUNCIL
City of Washougal, Washington

FOR AGENDA OF:

10/26/2020

SUBJECT:

Amendment to Interlocal Agreement with Camas for Fire/EMS

DEPT. OF ORIGIN:

Administration

REVIEWED AT:

TO BE RETURNED TO COUNCIL:

Yes

ATTACHMENTS:

- ▯ **2021 Amendment to ILA with Camas for Fire and EMS Oct 26 2020 worksession draft.pdf**

EXPENDITURE REQUIRED:

BUDGETED:

APPROPRIATION REQUIRED:

SUMMARY STATEMENT

RECOMMENDED ACTION

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS
AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-
WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013**

This Amendment made pursuant to Section 30.1 of the Interlocal Agreement between the Cities of Camas and Washougal for the Formation and Operation of the Camas-Washougal Fire Department dated December 4, 2013, hereinafter “Agreement”, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Washougal”, and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Camas”:

WITNESSETH

WHEREAS, Camas determined that it is appropriate to increase the staffing profile provided in Section 6 of the Agreement to add two firefighters and one deputy fire marshal, and such staffing increases occurred in 2019 and [2020 and](#) will continue into 2021~~0~~.

WHEREAS, Washougal had not determined that the increased staffing profile is appropriate for 2019 and [2020 and](#) was therefore not prepared to fully participate in the ongoing funding of the additional positions in 2019 [and 2020](#), and whereas Washougal continues to hold this position for 2021~~0~~.

WHEREAS, Washougal has determined that it will continue [to](#) participate in funding the salary and benefits costs of two new firefighter positions in 2021~~0~~, at an estimated Washougal cost of \$80,000 for 2021~~0~~.

WHEREAS, Washougal has not committed to the ongoing funding of these two new firefighter positions beyond 2021~~0~~.

WHEREAS, Camas has further determined to independently fund one deputy fire marshal position outside of the formulaic cost sharing identified in the Agreement.

WHEREAS, Camas will further incur expenses relating to the acquisition of associated equipment.

WHEREAS, Camas and Washougal previously agreed to work on program evaluation toward a mutually agreeable determination regarding staffing levels, funding and cost sharing, and received a Master Plan from ESCI in 2019 to inform this process, with the intent of pursuing this goal in 2020.

WHEREAS, Camas and Washougal experienced the unprecedented impact of the COVID-19 pandemic beginning in early 2020, causing the program evaluation effort to be delayed and bringing economic uncertainty to funding considerations for both Camas and Washougal.

WHEREAS, due to the economic uncertainty, Washougal has determined to ask voters to renew the expiring Fire/EMS levy lid lift at the current rate of ten cents per \$1,000 of assessed value, a funding level that can maintain pre-2019 service levels but cannot support the additional two positions contemplated in this amendment, nor any further program expansion.

WHEREAS, Camas and Washougal intend to re-engage the mutual program evaluation work in late 2020 and into 2021 with the mutual goal of reaching a determination regarding possible service delivery alternatives, staffing, funding, cost sharing and other program parameters.

WHEREAS, Camas and Washougal have stipulated to amend Section 16, by adding a new Subsection 16.17, to clarify the respective responsibilities associated with the funding and cost allocation provision of the Agreement.

WHEREAS, Section 16 of the Agreement shall be amended to include a new subsection 16.17, as follows:

16.17 The provisions of this Section relating to the funding and cost allocation shall remain in full force and effect, with the exception that the addition of two firefighters and deputy fire marshal to occur in

2019 and 2020 and be continued into 20210 shall be partially funded by Washougal (two firefighters) and the remaining new position (one deputy fire marshal) independently funded by Camas, and Washougal is not bound to participate in the full funding of these additional positions in 2019, 2020 and 20210, under the following conditions:

16.17.1 Washougal will fund its share of the salaries and benefits of two new firefighter positions in 20201, said share estimated to be \$80,000 in 20210.

16.17.2 Washougal's funding of its share of two new firefighter positions in 20201 is not a commitment to the ongoing funding of these positions beyond 20210.

16.17.3 Camas and Washougal will work together with best efforts and good faith to review the staffing profile for the Agreement to seek mutual agreement on staffing levels and staffing needs, alternatives to increased staffing such as the enhanced use of volunteers, alternative service delivery models, funding and ability to pay, and efforts to contain and control program costs. Camas and Washougal further agree that they will mutually review all other provisions of the Agreement as may be appropriate for amendment, including but not limited to capital facilities planning and funding, cost sharing and ECFR payments. This review will include consideration of the Master Plan completed in 2019 by ESCI.

16.17.4 The parties agree that good faith and best efforts will be made to reach mutual agreement regarding the additional staffing and related cost sharing and the other review items described herein in time to implement any adjustments in the 20220 budget, but in any event no later than in time for the 20231 budget.

16.17.5 Failure to negotiate future funding allocation shall not constitute cause under Section 19. Termination shall require twenty-four months' notice pursuant to section 19.2 unless some other grounds exist under Sections 19.3 or 19.4 permitting a shorter termination period. Any termination shall be expressly subject to Section 19.8 relating to reimbursement of net costs to include the additional funding assumption by Camas as described in this Section. Such termination notice shall not prevent the Parties from reaching mutual agreement during the pendency of the twenty-four months' notice period.

16.17.6 Additional expenses assumed by Camas relating to the acquisition of equipment shall be reimbursed by Washougal concurrently with an agreement on staffing levels as described in

Subsection 16.17.3 herein, but in no event later than December 31, 2020.

16.17.7 The terms of Attachment D shall be amended as necessary to reflect the provisions of this Subsection 16.17.

IN WITNESS WHEREOF the parties have caused this Amendment of Interlocal Agreement to be executed in their respective names by their duly authorized officers and have caused this Amendment of Interlocal Agreement to be dated as of the ~~13th~~ ##th day of ~~January~~ Month, 2020.

CITY OF CAMAS, a municipal corporation

By: Barry McDonnell
Title: Mayor, City of Camas

Attest:

Camas City Clerk

Approved as to form:

Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

By: David Scott
Title: City Manager, City of Washougal

Attest:

Washougal City Clerk

Approved as to form:

Kenneth Woodrich, City Attorney